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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

MEDIMPACT HEALTHCARE SYSTEMS, Plaintiff, vs. PROCARE RX, a Georgia Corporation; and DANIELLE TAYNAI, an individual, Defendants.	CASE NO.: 08-CV-0421-JAH-POR Complaint Filed: March 5, 2008 **ANSWER**

Come now Burgess Information Systems, Inc. ("BIS"), which sometimes does business as ProCare Rx ("ProCare"), and show the Court the following in Answer and Defense to the Complaint herein:

ANSWER AND FIRST DEFENSE

In answer and as a first defense, BIS respond to the numbered paragraphs of the Complaint as follows:

1. BIS admits the allegations of paragraph 1.

2. In response to paragraph 2, BIS denies that ProCare Rx is a corporation or other entity organized under the laws of the State of Georgia or, to the knowledge of BIS, any other state. BIS admits that, from time to time, it does business under the d/b/a ProCare Rx. BIS is also aware that other entities engaged in the pharmaceutical

industry also do business under the name "ProCare Rx." BIS denies that the Plaintiff could have formed a good faith belief regarding the allegation that ProCare Rx is a corporation organized and existing under Georgia because a simple search of publicly available online records maintained by the Georgia Secretary of State does not support that allegation. BIS denies the remaining allegations of paragraph 2 of the Complaint. Out of an abundance of caution and reserving all objections to subject matter and personal jurisdiction, venue, process and service of process, BIS, which employed Defendant Danielle Taynai in Norcross, Georgia, for less than thirty days following her resignation from employment with the Plaintiff, submits a response to the numbered paragraphs of the Complaint and states the affirmative defenses enumerated below.

3. BIS is without knowledge to form a belief as the truth or falsity of the allegations regarding the current residence of Danielle Taynai.

4. BIS is without knowledge sufficient to form a belief as the truth or falsity of any allegations regarding any subjective belief of the Plaintiff. BIS denies the remaining allegations of paragraph 4 of the Complaint.

5. BIS denies the allegations of paragraph 5 of the Complaint to the extent that such allegations allege actual or implied agency relationships or the authority of any individual or entity to act on behalf of another individual or entity.

6. BIS is without knowledge sufficient to form a belief as the truth or falsity of the allegations of paragraph 6.

7. BIS is without knowledge sufficient to form a belief as the truth or falsity of the allegations of paragraph 7.

8. BIS admits that, after it hired Defendant Taynai, Plaintiff supplied BIS with a purported agreement that includes the language quoted in paragraph 8. BIS is without knowledge sufficient to form a belief as the truth or falsity of the remaining allegations of paragraph 8.

9. BIS admits that, after it hired Defendant Taynai, Plaintiff supplied BIS with a

purported agreement that includes the language quoted in paragraph 9. BIS is without knowledge sufficient to form a belief as the truth or falsity of the remaining allegations of paragraph 9.

10. In response to paragraph 10, BIS admits that employed Defendant Taynai in February, 2008. In further response, BIS shows that it terminated the employment of Defendant Taynai on March 7, 2008. BIS is without knowledge sufficient to form a belief as the truth or falsity of the remaining allegations of paragraph 10.

11. BIS is without knowledge sufficient to form a belief as the truth or falsity of the allegations of paragraph 11.

12. In response to paragraph 12 of the Complaint, BIS denies that Defendant Taynai shared Plaintiff's proprietary information with BIS and denies that BIS requested Defendant Taynai to provide BIS with any such information. BIS admits that, after receiving notice from Plaintiff, it learned that Defendant Taynai had made requests of MedImpact employees for MedImpact customer data and that BIS terminated the employment of Defendant Taynai after learning of that request. BIS is without knowledge sufficient to form a belief as the truth or falsity of the remaining allegations of paragraph 12.

13. In response to paragraph 13, BIS admits that Plaintiff has demanded that ProCare Rx not use any confidential information of Plaintiff. In further response, BIS denies that it either has or has used any confidential information of Plaintiff. BIS is without knowledge sufficient to form a belief as the truth or falsity of the remaining allegations of paragraph 13.

14. BIS denies the allegations of paragraph 14.

15. BIS denies the allegations of paragraph 15.

16. In response to paragraph 16, BIS restates its responses to paragraphs 1 through 15 thereof.

17. In response to paragraph 17, BIS denies that all of the information described in paragraph 17 is confidential, proprietary or not known to the general public or the

managed pharmacy benefits industry. BIS is without knowledge sufficient to form a belief as the truth or falsity of the remaining allegations of paragraph 17.

18. BIS is without knowledge sufficient to form a belief as the truth or falsity of the remaining allegations of paragraph 18.

19. In response to paragraph 19, BIS denies that Defendant Taynai provided BIS with any proprietary or confidential information of Plaintiff or that BIS has misappropriated any such information of Plaintiff. BIS admits that Defendant Taynai provided Dr. Javier Gonzalez and employee of BIS, with the name and phone number of Kymberly Perez, an employee of Amerisource Bergen, which information is not confidential information of the Plaintiff regardless of how such information was obtained by either Plaintiff or Defendant Tanyai. BIS is without knowledge sufficient to form a belief as the truth or falsity of any allegations regarding any subjective belief of the Plaintiff, including any subject belief about icebergs. BIS denies the remaining allegations of paragraph 19.

20. In response to paragraph 20, BIS denies that Defendant Taynai provided BIS with any proprietary or confidential information of Plaintiff or that BIS has misappropriated any such information of Plaintiff. In further response BIS show that it required Defendant Taynai to certify that it would not provide BIS with any proprietary or confidential information of Plaintiff. BIS is without knowledge sufficient to form a belief as the truth or falsity of any allegations regarding any subjective belief of the Plaintiff. BIS denies the remaining allegations of paragraph 20.

21. BIS denies the allegations of paragraph 21.

22. BIS denies the allegations of paragraph 22.

23. BIS denies the allegations of paragraph 23.

24. BIS denies the allegations of paragraph 24.

25. BIS denies the allegations of paragraph 25.

26. BIS denies the allegations of paragraph 26.

27. In response to paragraph 27, BIS restates its responses to paragraphs 1 through 26

thereof.

28. BIS denies the allegations of paragraph 28.

29. BIS denies the allegations of paragraph 29.

30. BIS denies the allegations of paragraph 30.

31. In response to paragraph 31, BIS restates its responses to paragraphs 1 through 30 thereof.

32. BIS denies the allegations of paragraph 32.

33. BIS denies the allegations of paragraph 33.

34. BIS denies the allegations of paragraph 34.

35. BIS denies the allegations of paragraph 35.

36. In response to paragraph 36, BIS restates its responses to paragraphs 1 through 35 thereof.

37. BIS denies the allegations of paragraph 37.

38. BIS denies the allegations of paragraph 38.

39. BIS denies the allegations of paragraph 39.

40. BIS denies the allegations of paragraph 40.

41. In response to paragraph 41, BIS restates its responses to paragraphs 1 through 40 thereof.

42. BIS denies the allegations of paragraph 42.

43. BIS denies the allegations of paragraph 43.

44. BIS denies the allegations of paragraph 44.

45. BIS denies the allegations of paragraph 45.

46. BIS denies each allegation of the Complaint not specifically admitted or otherwise pled to herein.

SECOND DEFENSE

47. BIS prays that the Complaint be dismissed for failure to state a claim upon which relief can be granted as to ProCare or BIS.

THIRD DEFENSE

48. This Court does not have subject matter jurisdiction over this action because the Plaintiff has no factual basis for a claim of damage in the amount of $75,000.00 or greater against any defendant.

FOURTH DEFENSE

49. ProCare RX is not a Georgia Corporation or other legal entity.

50. This action should be dismissed as to ProCare RX and/or BIS due to lack of personal jurisdiction.

FIFTH DEFENSE

51. This action should be dismissed as to ProCare Rx and/or BIS due to insufficiency of process.

SIXTH DEFENSE

52. This action should be dismissed as to ProCare Rx and/or BIS due to insufficiency of service of process.

SEVENTH DEFENSE

53. This action may not be maintained in the Southern District of California due to improper venue.

WHEREFORE, BIS prays that the Complaint herein be dismissed, that all cost of this action be taxed to the Plaintiffs.

Respectfully submitted this 12th day of May, 2008.

QUINLIVAN WEXLER LLP
ATTORNEYS AT LAW

BY: ______________________
PATRICK C. QUINLIVAN
Attorneys for Defendant, BURGESS INFORMATION SYSTEMS, INC., d/b/a ProCare Rx

PROOF * OF * SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I am employed in the County aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is 6 Hutton Centre, Suite 1150, South Coast Metro, CA 92707.

On May 12, 2008, I served, in the manner indicated below, the foregoing document described as **ANSWER** in this action by placing a true copy, on recycled paper, there enclosed as follows:

Andrea M. Kimball, Esq.
Michelle A. Herrera, Esq.
LUCE, FORWARD, HAMILTON & SCRIPPS LLP
600 West Broadway, Suite 2600
San Diego, CA 92101-3372
Tel. No.: 619.236.1414 Fax No.: 619.232.8311

(X) ***Via REGULAR U.S. POST***: I caused such envelope(s) to be deposited with the United States mail. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at South Coast Metro, California, in the ordinary course of business for service herein attested to. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. (C.C.P., § 1013(a)(3).)

( ) ***Via AIR COURIER***: I caused such envelope(s) to be delivered via air courier to the office(s) of the addressee(s) indicated herein, with NEXT DAY DELIVERY.

( ) ***Via PERSONAL SERVICE/COURIER SERVICE***: I cause such envelope(s) to be hand-delivered by either DDS or SPRINT EXPRESS COURIER SERVICE to the office(s) of the addressee(s) designated herein at a time no later than 5:30 p.m. on the date indicated herein.

( ) ***Via FACSIMILE TRANSMISSION***: I caused the above-noted document(s) to be transmitted via facsimile to the above-named addressee(s) at the fax numbers on the attached service list on the date indicated herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 12, 2008, at Santa Ana, California.

Jan Nishida

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